



GENERAL INFORMATION CITY OF FRISCO, TEXAS

REQUEST FOR PROPOSAL NO. 1401-024 CITIZEN ENGAGEMENT WEB APPLICATION

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DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***February 6, 2014 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**CD OR FLASH DRIVE AND FIVE HARD COPIES REQUIRED**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

CITY OF FRISCO
DANIEL FORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

**Deadline for Submittal of
Questions**

January 23, 2014 4:00pm CST
Send to
Purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Jean Stelatella, CPIM, CPPB
Senior Buyer
jstelatella@friscotexas.gov
972 292 5541



CITY OF FRISCO

REQUEST FOR PROPOSAL NO. 1401-024

RFP for a Citizen Engagement Web Application

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FIVE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

PROPOSALS MUST BE RECEIVED BY FEBRUARY 6, 2014 BEFORE 2:00 PM CST BY THE PURCHASING MANAGERS' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 6, 2014 at 2:05 PM CST.

Write the request for proposal number, 1401-024, and name of proposal, RFP for a Citizen Engagement Web Application, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The successful proposer may be required to execute a written contract. The City will have the right and option to terminate the contract upon thirty (30) days written notice.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

GENERAL CONDITIONS OF SUBMITTING PROPOSALS

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by proposer when submitting.

SUBMITTING PROPOSALS

2. FORM: Proposers must submit an original on a CD or Flashdrive, and five (5) hard copies of the sealed proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. PROPOSER SHALL PROVIDE: With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of the proposal.
9. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal

may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal.
12. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.
13. **LATE PROPOSALS:** Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **PROPOSAL OPENINGS:** Names of all proposers submitting proposals will be read aloud at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. **PROPOSAL TABULATION:** Proposers desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their proposal. **TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.friscotexas.gov/bids. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. **PROTESTS:** All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City

Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers for each item/group or to award one contract for the entire proposal.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring proposer.
31. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, accountspayable@friscotexas.gov.

CONTRACT

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year proposal, the contract shall be for a predetermined period as specified in the Request for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. INTERLOCAL AGREEMENT: Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful proposer may be asked to provide

products/services, based upon proposal submittal, to any other participant in the Forum.

34. AUDIT: The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
36. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.
37. ACCEPTABILITY: All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Director of Administrative Services or designated representative.
38. REMEDIES: The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

41. **NO PROHIBITED INTEREST:** The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C, H/S, Ext.): 972-555-5555 FAX (A/C, H/S): 972-555-5556 E-MAIL ADDRESS: johnsmith@abcinsurance.com																					
INSURED Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company Name	12345	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$
							\$
	GENTL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N					WC STATUTORY LIMITS OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2014.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this ____ day of _____, 2014.

Notary Public in and for the State of _____
My commission expires: _____

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

CIQ Form-To be completed by the Proposer and Submitted with Proposal

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1431, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p style="font-size: small;">Signature of person doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____</p> <p style="font-size: small;">Date</p> </div> </div>		

Adopted 06/29/2007

PROPOSER REMINDER LIST:**REQUESTED DOCUMENTATION INCLUDED?****ORIGINAL ON A CD OR FLASHDRIVE AND FIVE (5) HARD COPIES INCLUDED?****ALL BLANKS COMPLETED ON THIS FORM?****COMPLETED COMPANY PROFILE/REFERENCES?****COMPLETED SIGNATURE?****Schedule of Events**

Public Notification/Advertisement	January 10, 2014	
	January 17, 2014	
Pre-Proposal Meeting	N/A	
Deadline for Submitting Questions	January 23, 2014	4:00PM CST
RFP Responses Due	February 6, 2014	2:00PM CST

Questions Concerning this RFP are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.



City of Frisco
Citizen Engagement Web Application
RFP #1401-024

Introduction

The City of Frisco is located approximately 25 miles north of downtown Dallas along the Dallas North Tollway along SH121 and covers area in both Collin and Denton County. The December 1, 2013 population estimate for Frisco is approximately 135,560 and the City is growing at an annual compound growth rate of about 5%. The City will occupy approximately 71 square miles with an estimated 280,000 people at build-out.

The City is currently accepting proposals for purchase of software and services for a hosted Citizen Engagement Web Application.

It is the intent of the City of Frisco to establish a mutually beneficial relationship with the selected vendor that demonstrates the ability to provide a solution to meet all current and future requirements for the City. Frisco is growing in size and technical expectations, and we require that the successful vendor invest into their product line to ensure functionality, productivity, and technical efficiency of current and future versions. The successful vendor will work closely with designated City personnel to deliver, install, implement, train, warranty and support a total package.

Background

In order to provide more efficient service to our citizens, the City of Frisco seeks to procure software services for citizen engagement which will allow citizens to enter online work orders to request service from the City staff. An example of this type of request is a work order to fix a pothole in a City managed street. This software must also have the ability to maintain a bi-directional integration with existing work order systems to preserve current operations processes while making it easier for citizens to submit and view status of their requests.

The existing work order systems are listed below.

- Cityworks
- TRAKiT by CRW Systems
- Footprints by BMC

At this time, the City of Frisco does not take citizen initiated requests for service using a hosted online application. Current methods include online forms, email, telephone calls and walk up service requests.

There will be approximately 25 City staff users initially acting as administrators to the system with the expectation that the number of users will grow by 5% per year.

Evaluation Criteria

A team of representatives from city departments who receive citizen work orders will evaluate the proposals using the criteria listed below, in order of importance.

- Responses to Functional Requirements
- Compatibility with the City of Frisco's desired current and future technology architecture, expertise, future strategy and responses to Technical Requirements
- Software Demonstrations (may be required for all, or only the top ranked proposers)

- Total cost of ownership over five years
- References of similar size and complexity and/or site visits
- Implementation Strategy and Project Plan

Successful proposers may have an opportunity to demonstrate the software. (The City reserves the right to bring in all proposers for demonstrations, or only those shortlisted.) The City of Frisco would like to have contracts signed and the project initiated March 2014.

Required Submittals

In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page and Table of Contents

The title page shall include the proposal number, the title and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contracts. Include a table of contents listing the start page for each section.

Section 2: Executive Summary (limit to 3 pages in length)

Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project including:

1. Experience with similar projects of relevant scope and size
2. Stability and growth of your organization
3. Product integration necessary to meet our requirements
4. Product development standards
5. Service to be performed
6. Exceptions to the proposal
7. Understanding of the system requested and differentiating highlights of your proposal

Section 3: Company Background

Provide a brief history of your company and all third-party vendors involved in this proposal. Include information such as when it was founded, types of software developed and sold, number of active installations of the proposed product, name of parent and subsidiary company(s) or owners, if privately owned, etc.

Section 4: Pricing

The proposer must detail by item, all hardware, software, implementation services, maintenance, training, and material resources required to operate the system as described in the proposal. Include the ongoing support cost for subsequent years (at least through year 5). List any optional features separately and include an explanation of those features.

The City of Frisco desires that the proposed software will integrate bi-directionally with multiple systems at once. Desired integrations include Cityworks, CRW TRAKiT and BMC Footprints. Itemize the cost for each/all of these integrations.

Section 5: Implementation

Describe your plan to implement the system including time frames, consulting hours required and cost. Identify any periods of downtime where normal input, update and circulation activities may not be performed.

Section 6: Training

Describe the training necessary for each level of staff: administrators and end users. Include the location of the training, number of individuals per class and time frame. Provide a list of training materials included in the price and your strategy for keeping it updated. Include location of any electronic documentation that is available.

Section 7: Maintenance and Support

Provide a brief description of your company's service and support philosophy. Include a description of help desk services, support hours of operation and online tools. Describe the warranty and/or maintenance agreement and how upgrades are handled. Describe procedures used by support staff to troubleshoot, install upgrades and/or resolve system problems.

Describe the cloud service platform and data centers where the proposed system is hosted.

- How do you secure your cloud service?
- Do you own a data center or rack space?
- Where is the data center or rack space located?
- Are there redundant servers? Where are they located?
- What is the recovery procedure if City of Frisco data is lost?
- What is the platform under this solution?
- Do you offer SSL (HTTPS)?
- How do you handle backups and disaster recovery?
- How do you handle upgrades and bug fixes?
- Do you perform security monitoring?
- What is your standard Service Level Agreement (SLA)?
- Do we own the data if we discontinue the use of your service? What is the process to obtain it?
- What is your downtime/outage history?

Section 8: References

The proposer must furnish references for at least three (3) customers for whom they have provided a system within the past three (3) years that most closely match the proposed system in use and size. This includes a reference that is integrating with Cityworks and a reference that is integrating with CRW. Preferably include a reference that is integrating with both CRW and Cityworks. Include contact information with name, title, telephone numbers and email addresses (if available). If a third party provider or partner is included in your implementation, training or support plans, the City also requires references for each company.

Section 9: Required Forms

- a. Supplemental Information – pages 12 and 14 of this RFP
- b. Affidavit of No Prohibited Interest – page 13 of this RFP
- c. Conflict of Interest Questionnaire – page 15 of this RFP
- d. Signature Form – page 26 of this RFP

Section 10: Requirements

The proposer must respond to each requirement as listed in the attached Requirements Documentation Worksheet. The proposer shall address the ability to provide for each requirement, and specifically note if exception is taken to the ability to provide that requirement.

Each proposer must indicate their ability to provide a system which meets or exceeds each defined requirement by indicating in the **Response** field using the following guide:

- If the requirement is available currently, type AC.
- If the requirement is planned for a future release, type FR.

- If the requirement is met by a third party, type 3P.
- If the requirement is not available or doesn't apply, type NA.

Include details in the Notes field where additional information is helpful or requested.

#	Requirement	Response (AC,FR 3P,NA)	Notes
1.00	Functional Requirements		
	Ability for a citizen to enter the following information into an online work order:		
1.01	Street Address		
1.02	City		
1.03	Zip Code		
1.04	Name		
1.05	Phone Number		
1.06	Phone Number Alternate		
1.07	Email		
1.08	Summary description of the request		
1.09	Detailed description of the request		
1.10	Category of request (request 3 levels of category using dependent fields - list options in notes)		
1.11	Custom field (list in notes if there is a limit to the number of custom fields)		
	Ability to track the following fields after the work order is submitted:		
1.12	Status (Open, In Progress, Closed, Pending, Duplicate, Cancelled)		
1.13	Notes on the progress of the work order		
1.14	Resolution Summary		
1.15	Root Cause (field with menu)		
1.16	Ability to have a custom field appear only if a specified value is selected on a different field.		

1.17	Ability to link a request to a map location.		
1.18	Ability to enter a partial address.		
1.19	Ability to attach multiple files to the request.		
1.20	Ability to control the types of allowable files for attachment.		
1.21	Ability to like or comment on items that someone else has submitted.		
1.22	Ability to publish news/alerts to citizens that are registered on the site.		
1.23	Ability to publish frequently asked questions that are searchable.		
1.24	Ability to post custom help documentation.		
1.25	Ability for a user to manage and complete multiple requests at a time.		
1.26	Ability for a citizen to self register and manage password reset.		
1.27	Ability to require that a citizen create an account before submitting a request by type.		
1.28	Ability for a citizen to submit an anonymous request.		
1.29	Ability for a citizen to submit a private request where it doesn't publish any personal information except to the City employees.		
1.30	Ability for an administrator to remove requests from the website.		
1.31	Ability for an administrator to approve which requests are published to the website. Specify in notes if this is available by category.		
1.32	Ability to tie a customer to a location using a parcel or address. (This would allow advanced mapping features and GIS integration in future.)		
1.33	Ability to set the priority of the work order based on values in the work order. Example: A Public Safety problem (not request) would be a High priority.		

1.34	Ability to assign follow up question based on a category or custom field.		
1.35	Ability to create email notifications based on work order category. Describe in the notes how the email addresses are maintained.		
1.36	Ability for a citizen to view previously submitted work orders and current status of open work orders tied to their login.		
1.37	Ability to see all work orders by service request type on a map.		
1.38	Ability to see a subset of the work orders on a map including closed requests or a certain location.		
1.39	Ability to hover over a map icon and view any photographs, if available.		
1.40	Ability to edit what appears on the Public view and filter out inappropriate comments.		
1.41	Ability to approve a work order before it enters the integrated work order system.		
1.42	Ability to set security by roles. Describe in Notes the different roles that are available.		
1.43	Ability to block a citizen from submitting work orders.		
1.44	Ability to set a notification when a work order is submitted for a specific citizen account.		
SECTION 2: Technical Requirements			
2.01	Ability to bi-directionally integrate with Cityworks without back end coding.		
2.02	Ability to bi-directionally integrate with CRW's TRAKiT without back end coding.		
2.03	Ability to bi-directionally integrate with BMC Footprints without back end coding.		
2.04	Ability to bi-directionally integrate with multiple work order management systems at one time without back end coding.		

2.05	Ability to run reports to compare the proposed system with the integrated work order system to ensure it's working properly.		
2.06	Ability to pull the Frisco GIS services in as a base layer for the map interface in the proposed system.		
2.07	Ability to integrate into an existing ESRI system and link to the proposed system through the Frisco map. Describe any other automation features that are available.		
2.08	Ability to create a layer on the Frisco map application using information from the proposed system.		
2.09	Ability for a citizen to submit a work order using a smart phone application. Describe the supported platforms.		
2.10	Ability for the City to easily post information from other sources on a smart phone application. Describe how this is accomplished.		
2.11	Ability to access the information from the proposed system live using a web service. Describe the fields that are available.		
2.12	Ability to use the proposed system with minimal bandwidth.		
2.13	Ability to use the proposed system on all standard browsers. Describe in notes which browser versions are/are not supported.		
2.14	Ability to prevent user edits to fields that are only maintained by the integrated work order system.		
2.15	Ability to assign a specific geofence based on work order type.		
2.16	Ability to email a work order into the system.		
2.17	Ability to publish a phone number where a citizen could call and log a work order.		
2.18	Ability to email a group of citizens based on location where they registered.		

2.19	Ability to set up template responses for email notifications to the citizen based on type of work order.		
2.20	Ability to automatically acknowledge when a citizen has submitted a request.		
2.21	Able for a citizen to follow a request that they did not submit.		



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM RFP #1401-024 Citizen Engagement Web Application

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Proposer: _____

Address of Proposer: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____ Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____